

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY
PURCHASE ORDER TERMS AND CONDITIONS

1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller will package goods in accordance with commercial practice to secure the lowest appropriate transportation cost, with requirement of the common carrier and with applicable specifications. Containers must be clearly marked as to destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Suspension and Debarment.** Seller certifies that it is not on the Federal SAM.gov database as a debarred or suspended entity.
5. **Invoice and Payment.** A separate invoice shall be issued for each shipment. The Salt River Pima-Maricopa Indian Community ("The Community") shall pay invoices approved by the ordering department no earlier than ten days (10) after approval or agreed upon payment terms. In no event shall the Seller be paid until the ordering department approves the invoice.
6. **Invoice Submittal.** All invoices shall be submitted via email to Finance-AP@srpmic-nsn.gov with a copy to the ordering department who will be responsible for verifying the work has been completed or product received. ***All invoices must contain the 10-digit purchase order number listed on the purchase order and must contain the vendor's invoice number.*** The invoice should also contain the remit to Company name, address and contact, contract number (if applicable), payment terms, date of service or delivery and description of product or service.
7. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
8. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of the purchase order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
9. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
10. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
11. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
12. **Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
14. **Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
15. **Compliance with all Federal Laws.** The funding for this purchase order may be provided (in whole or in part) from Federal sources and therefore may be subject to Federal regulations such as the anti-Kickback Act, Davis Bacon Act, Disadvantage Business Enterprise, Civil Rights Act, Buy American Act, Lobbying and Influencing Federal Employees, Equal Opportunity Act, Contract Work Hours Standard Act, and other federal requirements. Specific federal requirements, if any, will be included on the face of the purchase order.
15. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
16. **Contract Number.** If a contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
17. **Tax Exempt Organization.** The Community is tax exempt organization, therefore, sale or lease of tangible personal property including Motor Vehicles to affiliated Native Americans if the solicitation for the sale, signing of the contract, delivery of the goods and payment for the goods all occur on the reservation.
18. **Conflict of Interest.** This Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Community is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
19. **Arbitration.** Any dispute or claim arising from, or relating to this Agreement, or breach thereof that cannot be resolved promptly by the parties shall be resolved by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association. It is understood that neither this Agreement nor the Rules of the American Arbitration Association shall confer jurisdiction on any courts of the State of Arizona or of the United States. It is further understood that arbitration as set forth in this paragraph is the exclusive remedy for any dispute, or claim related to this Agreement.
20. **Sovereign Immunity.** Nothing in this purchase order, related documents, or any current or future schedules, attachments, exhibits, amendments, or addenda, is intended to be or shall be construed as a waiver of the Salt River Pima-Maricopa Indian Community's sovereign immunity, except as may be provided in the Arbitration paragraph above.